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Premise & Parties

1.1 TENANT, LANDLORD, & AGENT

This Agreement for the premises identified below is entered into by and between the Landlord and Tenant (referred to in the singular whether one or more) on the following terms and conditions:

TENANTS:

<<Tenants (Financially Responsible)>>

LANDLORD:

<<Company Name>>

<<Company Address>>

Agent for Maintenance, Management, Service of Process, and Collection of Rents

1.2 PREMISES

Unit:<<Unit Name>>

Full Address:<<Unit Address>>

1.3 TERM

(a) Move In Date: <<Move-in Date>> at 3:00 pm

(b) Lease Term Begins On: <<Lease Start Date NM Field>>

(c) Lease Term Ends On: <<Lease End Date>> at 11:00 am

NOTE: At the completion of the initial lease term the tenancy will continue on a month to month basis and be subject to the notice to vacate provisions set forth in lines 2.28.

1.4 RENT

Rent of <<Monthly Rent>> for Premise is to be received no later than the 1st day of each month and is payable at 333 Bishops Way #160, Brookfield WI 53005. If rent is received after the 1st day of each month the Tenant shall pay a late fee of \$50. Charges incurred by Landlord for Tenant's returned checks are payable by Tenant. Landlord shall provide a receipt for cash payments of rent. All tenants, if more than one, are jointly and severally liable for the full amount of any payments due under this Agreement. Acceptance of a delinquent payment does not constitute a waiver of that default or any other default under this Agreement. Other Landlord or Tenant obligations: Starting on the 3rd day of each month tenant shall pay an additional late fee of \$5 per day until the day rent is received.

1.5 UTILITIES INCLUDED

Utilities Included: <<Utilities Included>>

If utilities or services payable by Tenant are not separately metered, tenant's share of payments are allocated as follows: See addendum "Tenant Responsibility for Utilities"

1.6 SECURITY DEPOSIT

Upon execution of this Agreement, Tenant shall pay a security deposit in the amount of <<Security Deposit Charges>> to be held by Landlord or Landlord's agent. The deposit, less any amounts legally withheld, will be returned to Tenant's last known address within twenty-one (21) days after any event set forth in Wis. Stat. § 704.28(4). If any portion of the deposit is withheld, Landlord must provide Tenant with a written statement accounting for amounts withheld. The statement shall describe each item of physical damage or other claim made against the security deposit, and the amount withheld as reasonable compensation for each item or claim. If repair costs are not known within twenty-one (21) days Landlord may use a good faith estimate in the written accounting. The reasonable cost for tenant damage, waste, or neglect of the premises, normal wear and tear excluded, may be deducted from Tenant's security deposit as well as any amounts set forth in Wis. Stat. § 704.28(1). Tenant has seven (7) days from the beginning of the term of the Agreement to notify Landlord of any additional damage or defects existing prior to the Tenant's occupancy and/or request in writing a list of physical damages or defects, if any, charged against the previous tenant's security deposit. No deduction from Tenant's security deposit shall be made for any such damage or defect for which written notification was given within the time stated. Tenant may not use the security deposit as payment for the last month's rent without the written permission of Landlord.

1.7 GARAGES

Garage Included In Rent: <<Additional Lease Information>>

Garage Not Included In Rent:

<<Rentable Items>>

*Garage charges listed as "Not Included In Rent" shall be a monthly charge in addition to the rent listed in Section 1.4.

By initialing below, you acknowledge and agree to the terms in Section 1.

X _____
Initial Here

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General Clauses

2.1 DEDUCTIONS FROM PRIOR TENANT'S SECURITY DEPOSIT:

Tenant is hereby notified that Tenant may do any of the following within seven (7) days after the start of their tenancy: (a) inspect the unit and notify Landlord of any pre-existing damages or defects, and (b) request a list of physical damages or defects charged against the previous Tenant's security deposit. If such a request is made by Tenant, Landlord will supply Tenant with a list of all physical damages or defects charged against the previous tenant's security deposit regardless of whether or not those damages or defects have been repaired. Said list will be provided to Tenant within thirty (30) days from when the request was received or, within seven (7) days after Landlord notifies the previous tenant of the security deposit deductions, whichever occurs later. Landlord need not disclose previous tenant's identity nor the amount deducted from the previous tenant's security deposit. Landlord will provide Tenant with a Check-In / Check-Out sheet. Should Tenant fail to return it to Landlord within seven (7) days after the start of the tenancy, Tenant will be considered to have accepted the Premises without any exceptions.

2.2 RULES:

Landlord may make reasonable rules governing the use and occupancy of the Premises and the building in which it is located. Any failure by the Tenant to substantially comply with the rules will be a breach of this Agreement and may result in the eviction of the Tenant. Landlord may amend the rules to provide for newly added amenities or to meet changed circumstances or conditions adversely affecting the property. No such amendments may unreasonably interfere with Tenant's use and enjoyment of the Premises or the property of which it is part. A copy of the rules, if applicable, have been given to Tenant at the time of application and at the time of the signing of this Agreement.

2.3 CONTROLLING LAW:

Landlord and Tenant understand their rights and obligations under this Agreement and that they are subject to the laws of Wisconsin, including Wis. Stat. ch. 704 and ch. 799, Wis. Admin. Code § ATCP 134, and applicable local ordinances. Both parties shall obey all governmental orders, rules and regulations related to the Premises, including local housing codes. previous tenant's identity nor the amount deducted from the previous tenant's security deposit. Landlord will provide Tenant with a Check-In / Check-Out sheet. Should Tenant fail to return it to Landlord within seven (7) days after the start of the tenancy, Tenant will be considered to have accepted the Premises without any exceptions.

2.4 CONDITION OF PREMISES

Tenant has had the opportunity to inspect the rental unit and has determined that it will fulfill their needs and acknowledges that the unit is in good and satisfactory condition, except as noted in the Check-In / Check-Out sheet provided to them, prior to taking occupancy. Tenant agrees to maintain the premises during their tenancy and return it to Landlord in the same condition as it was received less normal wear and tear.

2.5 POSSESSION AND ABANDONMENT:

Landlord shall give Tenant possession of the Premises as provided. Tenant shall vacate the Premises and return all of Landlord's property promptly upon the expiration of this Agreement, including any extension or renewal, or its termination, in accordance with its terms and the law. A Tenant will be considered to have surrendered the Premises on the last day of the tenancy provided under this Agreement, except that, if the Tenant vacates before the last day of the tenancy, and gives Landlord written notice that Tenant has vacated, surrender occurs when Landlord receives the written notice that Tenant has vacated. If the Tenant mails the notice to Landlord, Landlord is deemed to have received the notice on the second day after mailing. If Tenant vacates the Premises after the last day of the tenancy, surrender occurs when Landlord learns that Tenant has vacated. If Tenant abandons the Premises before expiration or termination of this Agreement or its extension or renewal, or if the tenancy is terminated for Tenant's breach of this Agreement, Landlord shall make reasonable efforts to re-rent the Premises and apply any rent received, less costs of re-renting, toward Tenant's obligations under this Agreement. Tenant shall remain liable for any deficiency. If Tenant is absent from the Premises for two (2) successive weeks without notifying Landlord in writing of this absence, Landlord may deem the Premises abandoned unless rent has been paid for the full period of the absence. paid for the full period of the absence.

2.6 ABANDONED PROPERTY:

If Tenant vacates or is evicted from the premises and leaves personal property, Landlord may presume, in the absence of a written agreement between the Landlord and Tenant to the contrary, that the Tenant has abandoned the personal property and Landlord may dispose of it in any manner that the Landlord, in his sole discretion, determines is appropriate. Landlord will not store any items of personal property that tenant leaves behind when tenant vacates or is evicted from the premises, except for prescription medicine or prescription medical equipment, which will be held for seven (7) days from the date of discovery. If Tenant abandons a manufactured or mobile home or a titled vehicle, Landlord will give Tenant and any other secured party that Landlord is aware of, written notice of intent to dispose of property by personal service, regular mail, or certified mail to Tenant's last known address, prior to disposal.

2.7 USE OF PREMISES AND GUESTS:

Tenant shall use the Premises for residential purposes only. Operating a business or providing child care for children not listed as occupants in this Agreement is prohibited. Neither party may: (1) make or knowingly permit use of the Premises for any unlawful purpose; (2) engage in activities which unduly disturb neighbors or tenants; and/or (3) do, use, or keep in or about the Premises anything which would adversely affect coverage under a standard fire and extended insurance policy. Tenant may have guests residing temporarily in Premises if their presence does not interfere with the quiet use and enjoyment of other tenants and if the number of guests is not excessive for the size and facilities of the Premises. No guest may remain for more than one (1) week without written consent of Landlord which will not be unreasonably withheld. Tenant shall be liable for any property damage, waste, or neglect of the Premises, building, or development in which it is located, that is caused by the negligence or improper use by Tenant or Tenant's guests and invitees

2.8 NON-LIABILITY OF LANDLORD:

Landlord, except for his negligent acts or omissions, shall not be liable for injury, loss, or damage which Tenant may sustain from the following: (a) theft, burglary, or other criminal acts committed by a third party in or about the premises, (b) delay or interruption in any service from any cause whatsoever, (c) fire, water, rain, frost, snow, gas, odors, or fumes from any source whatsoever, (d) injury or damages caused by bursting or leaking pipes or back up of sewer drains and pipes, (e) disrepair or malfunction of the Premises, appliances, and/or equipment unless Landlord was provided with prior written notice by Tenant of the problem. Tenant holds Landlord harmless from any claims or damages resulting from the acts or omissions of Tenant, Tenant's guests or invitees, and any third parties, including other tenants

2.9 CRIMINAL ACTIVITY PROHIBITED:

Tenant, any member of Tenant's household, guest, or invitee, shall not engage in or allow others to engage in any criminal activity, including drug-related criminal activity, in the Premises or on the property. Pursuant to Wis. Stat. § 704.17(3m), Landlord may terminate the tenancy of Tenant, without giving Tenant an opportunity to remedy the default, upon notice requiring Tenant to vacate on or before a date at least five (5) days after the giving of the notice, if Tenant, a member of Tenant's household, or a guest or other invitee of Tenant or of a member of Tenant's household engages in any of the following: (a) criminal activity that threatens the health or safety of, or right to peaceful enjoyment of the Premises by, other tenants, (b) criminal activity that threatens the health or safety of, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the Premises, (c) criminal activity that threatens the health or safety of Landlord or an agent or employee of Landlord, (d) drug-related criminal activity, which includes the manufacture or distribution of a controlled substance, on or near the Premises. The above does not apply to a Tenant who is the victim, as defined in Wis. Stat. § 950.02(4), of the criminal activity. It is not necessary that there have been an arrest or conviction for the criminal activity or drug-related criminal activity.

2.10 MAINTENANCE:

Pursuant to Wis. Stat. § 704.07, Landlord shall keep the structure of the building in which the Premises are located and those portions of the building and equipment under Landlord's control in a reasonable state of repair. Tenant shall maintain the Premises under Tenant's control in a clean manner and in as good of a general condition as it was at the beginning of the term or as subsequently improved by Landlord, normal wear and tear excluded. Tenant shall not physically alter or redecorate the Premises, cause any contractor's lien to attach to the Premises, commit waste to the Premises or the property of which it is a part, or attach or display anything which substantially affects the exterior appearance of the Premises or the property in which it is located, unless otherwise allowed under the rules or unless Landlord has granted specific written approval. Landlord shall keep heating equipment in a safe and operable condition. Whichever party is obligated to provide heat for the Premises they shall maintain a reasonable level of heat to prevent damage to the Premises and the building in which it is located.

2.11 BREACH AND TERMINATION:

Failure of either party to comply substantially with any material provision is a breach of this Agreement. Should Tenant neglect or

fail to perform and observe any of the terms of this Agreement, Landlord shall give Tenant written notice of the breach requiring Tenant to remedy the breach or vacate the Premises on or before a date at least five (5) days after the giving of such notice, and if Tenant fails to comply with such notice, Landlord may declare the tenancy terminated and proceed to evict Tenant from the Premises, without limiting the liability of Tenant for the rent due or to become due under this Agreement. If Tenant has been given such notice and remedied the breach or been permitted to remain in the Premises, and within one (1) year of such previous breach, Tenant breaches the same or any other covenant or condition of Tenant's lease, this lease may be terminated if, Landlord gives notice to Tenant to vacate on or before a date at least fourteen (14) days after the giving of the notice as provided in Wis. Stat. § 704.17. The above does not apply to the termination of tenancy pursuant to Wis. Stats. §§ 704.17(3m), 704.17(2)(c), and 704.16(3). These provisions shall apply to any lease for a specific term and do not apply to a month to month tenancy. If Landlord commits a breach, Tenant has all rights, and remedies as set forth under the law, including Wis. Stats. §§ 704.07(4) and 704.45, and Wis. Admin. Code § ATCP 134.

2.12 RESPONSIBILITY FOR UTILITIES:

Tenant must maintain utilities for the Premises until the end of the lease term or until the last day that Tenant is responsible for rent. Tenant will be responsible for the cost of all utilities through the end of the lease term or until the last day that Tenant is responsible for rent.

2.13 RENT

All late fees, security deposit, utility charges, or any other monetary amount set forth under this Agreement are to be considered and defined as "rent."

2.14 REPAIRS

Any promise by Landlord, made before execution of this Agreement, to repair, clean, or improve the Premises, including the promised date of completion, will be listed in this Agreement or in a separate addendum to this Agreement. Time being of the essence as to completion of repairs does not apply to any delay beyond Landlord's control. Landlord shall give timely notice of any delay to Tenant.

2.15 CODE VIOLATIONS AND ADVERSE CONDITIONS

There are no code violations or other conditions affecting habitability of the Premises unless indicated otherwise in writing.

2.16 RENTERS INSURANCE RECOMMENDED

Landlord recommends that Tenant purchase Renter's Insurance to protect Tenant's personal property and to protect Tenant from any liabilities while living at the property. Tenant understands that if they do not purchase Renter's Insurance that Tenant may not have any insurance coverage should Tenant's belongings be damaged or should Tenant be held liable to a third party and/or the Landlord.

2.17 NOTICE OF DOMESTIC ABUSE PROTECTIONS:

1. As provided in Wis. Stat. § 106.50 (5m) (dm), a tenant has a defense to an eviction action if the tenant can prove that

the landlord knew, or should have known, the tenant is a victim of domestic abuse, sexual assault, or stalking and that the eviction action is based on conduct related to domestic abuse, sexual assault, or stalking committed by either of the following: (a) A person who was not the tenant's invited guest, (b) A person who was the tenant's invited guest, but the tenant has done either of the following: (1) Sought an injunction barring the person from the premises, (2) Provided a written statement to the landlord stating that the person will no longer be an invited guest of the tenant and the tenant has not subsequently invited the person to be the tenant's guest.

2. A tenant who is a victim of domestic abuse, sexual assault, or stalking may have the right to terminate the rental agreement in certain limited situations, as provided in Wis. Stat. § 704.16. If the tenant has safety concerns, the tenant should contact a local victim service provider or law enforcement agency.
3. A tenant is advised that this notice is only a summary of the tenant's rights and the specific language of the statutes governs in all instances.

2.18 DAMAGE BY CASUALTY

If the Premises are damaged by fire or other casualty to a degree which renders them untenable, Tenant may terminate this Agreement or vacate the Premises and rent shall abate until the Premises are restored to a condition comparable to its condition prior to the casualty. Landlord shall have the option to repair the Premises, and if repairs are not made, this Agreement shall terminate. If the Premises are damaged to a degree which does not render them untenable, Landlord shall repair the damages as soon as reasonably possible.

2.19 ENTRY BY LANDLORD:

Landlord may enter the Premises occupied by Tenant, with or without Tenant's consent, at reasonable times upon twelve (12) hours advance notice to inspect the Premises, make repairs, show the Premises to prospective tenants or purchasers, or comply with applicable laws or regulations. Landlord may enter without advance notice when a health or safety emergency exists, or if Tenant is absent and Landlord believes entry is necessary to protect the Premises or the building from damage. Neither party shall add or change locks without providing the other party keys. Improper denial of access to the Premises is a breach of this Agreement.

2.20 EXTERMINATION COSTS:

Tenant will be responsible for the costs of extermination or removal of any insects, pests, or rodents that are found on the Premises, and which are the result of the Tenant's (or any member of the Tenant's household, Tenant's guests, or invitees) acts, negligence, failure to keep the Premises clean, failure to remove garbage and waste, and/or improper use of the Premises.

2.21 CONTINUATION OF AGREEMENT:

If Tenant continues to occupy the Premises after the expiration of this Agreement and makes a timely payment of rent, which is accepted by Landlord, Tenant shall be under a month to month tenancy with the same terms and conditions of the original rental agreement unless other arrangements have been made in writing.

2.22 ASSIGNMENT OR SUBLEASE:

Tenant shall not assign this Agreement or sublet the Premises without the written consent of Landlord.

2.23 MODIFICATIONS AND TERMINATION:

This Agreement may be terminated or modified by written agreement of Landlord and Tenant. The parties may terminate this Agreement and enter into a new Agreement instead of renewing it, assigning it, or subleasing the Premises.

2.24 SEVERABILITY OF RENTAL AGREEMENT PROVISIONS:

The provisions of this rental agreement are severable. If any provision of this rental agreement is found to be void or unenforceable, the unenforceability of that provision does not affect the other provisions that can be given effect without the invalid provisions.

2.25 NON-WAIVER

Any failure to act by Landlord with regard to any specific violation or breach of any term of this Agreement by Tenant shall be considered temporary and does not waive Landlord's right to act on any future violation or breach by Tenant. Landlord, by accepting payment from Tenant for rent or any other amount owed, is not waiving its right to enforce a violation or breach of any term of this Agreement by Tenant.

2.26 TIME IS OF THE ESSENCE:

As to delivery of possession of Premises to Tenant, completion of repairs promised in writing in the Agreement or before; vacating of the Premises, return of Landlord's property, payment of rent, performance of any act for which a date is set in this Agreement or by law. Time is of the essence means that a deadline must be strictly followed.

2.27 NO MODIFICATIONS TO UNIT:

The tenant may not make any modifications to the unit without the written consent of the landlord. This includes, but is not limited to, removal of any fixtures, painting of any rooms, installation of blinds or other coverings for the window areas, drilling of holes, building of any additions, or any modifications that would be attached to the ceiling, floor or walls of the unit. This restriction does not apply to the hanging of photographs, paintings or related items with the use of nails within reason. If tenant violates this restriction then tenant will be charged the actual cost for landlord to return the unit to its original condition. Payment of the above amount by the tenant does not waive the owner's right to evict the tenant for violating this provision. Violation of this provision is a material breach of this rental agreement and is grounds for eviction.

2.28 REQUIRED NOTICE BY TENANT TO END TENANCY:

All notices to terminate tenancy must be received in Landlord's office at 333 Bishop's Way #160, Brookfield, Wisconsin 53005. **Lease For Term** - Tenant must provide Landlord with written notice of at least two (2) full months or sixty (60) days whichever is greater prior to ending the rental term and vacating the unit. An agreement for term may only be terminated at the end of the rental term. **Month to Month Tenancy** - Tenant must provide Landlord with written notice of at least two (2) full months or sixty (60) days whichever is greater prior to terminating a month to month tenancy and vacating the unit. Pursuant to Wis. Stat. § 704.19(2)(b), a month to month tenancy may only be terminated at the end of the rental period (i.e.

the last day of the month). For example, if you would like to vacate by the end of May written notice must be received by Landlord no later than the last day of March so that Landlord would have two (2) full months' notice (April and May) prior to your move-out.

2.29 MONTH TO MONTH TENANT CANNOT TERMINATE TENANCY DURING CERTAIN MONTHS:

The tenant agrees not to terminate the month-to-month tenancy and vacate the unit during the months of November, December, January, or February. Tenant may terminate their Month to Month tenancy during all other months of the year upon written 2 calendar month notice or sixty (60) day notice - whichever is greater - to Landlord.

By initialing below, you acknowledge and agree to the terms in Section 2.

X _____
Initial Here

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Sign and Accept

3.1 RENTAL DOCUMENTS:

Landlord has given Tenant a copy of the Residential Rental Agreement as well as any Rules and Regulations, if applicable, for review prior to entering into this Agreement and prior to accepting any earnest money or security deposit.

3.2 NOTES:

NOTE: SIGNING OF THIS AGREEMENT CREATES LEGALLY ENFORCEABLE RIGHTS.

3.3 PETS & WATER BEDS

Pets and water beds are not permitted unless indicated otherwise in writing.

X _____
Lessee

Date Signed

X _____
Lessor

Date Signed